



State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF ADMINISTRATION
NEW JERSEY PUBLIC BROADCASTING AUTHORITY
P.O. BOX 777
TRENTON, NJ 08625-0777

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

INVITATION TO QUOTE FOR TREE AND BRUSH REMOVAL, AND TREE TRIMMING

New Jersey Public Broadcasting Authority

The New Jersey Public Broadcasting Authority (NJPBA) is inviting quotes from qualified bidders for one time tree removal and tree pruning service to commence on or about October 15, 2013 at the following locations:

1. WATERFORD: 1647 Arrowhead Drive, Waterford Township, Camden County.
2. LAWRENCE: 301 Grovers Mill Road, Lawrence Township, Mercer County.
3. WARREN: 7 Geiger Lane, Warren Township, Somerset County.

Quotes will be evaluated for each location separately and will be awarded to the successful contractor separately. Bidders can quote on any one or combination of sites.

Bidders are required to attend the bidders conference at each site a bid is submitted.

- WATERFORD: September 9, 10am
- LAWRENCE: September 9, 1pm
- WARREN: September 11, 10am

The NJPBA will accept quotes until Wednesday, October 2, 2013 at 2 PM. Quotes may be submitted by email, fax, or regular mail to:

Nichol R. Gee, Office Manager
NJ Public Broadcasting Authority
PO Box 777
Trenton NJ 08625-0777

Email: Nichol.Gee@treas.state.nj.us
Fax: 609-633-2920

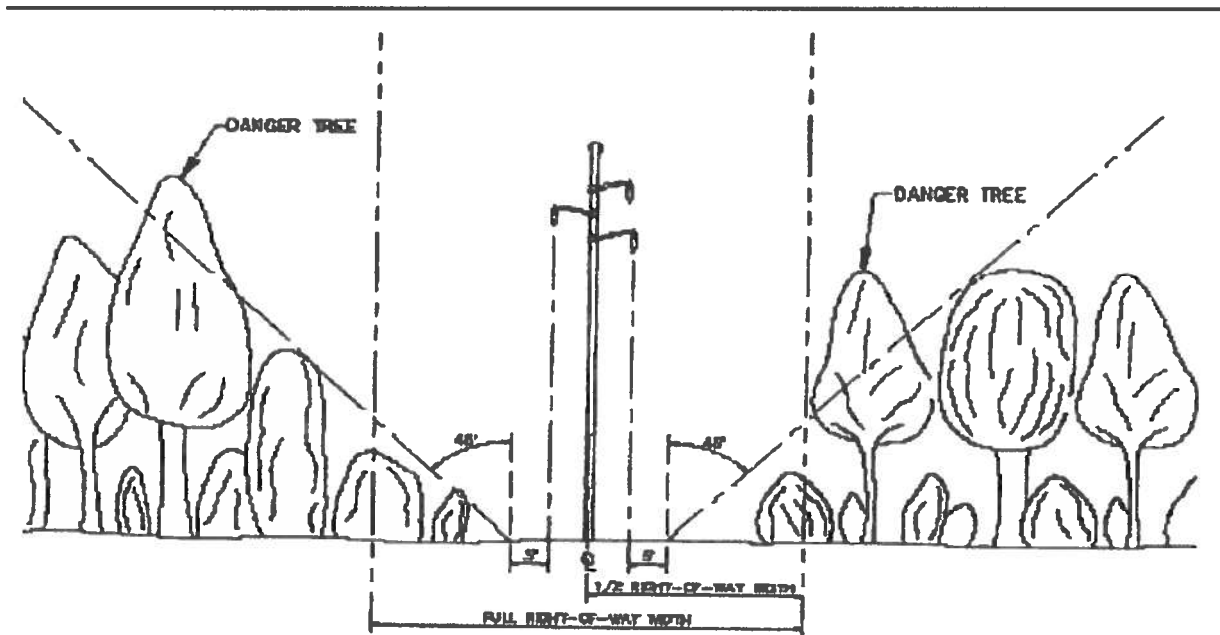
Inquiries about the NJPBA tree removal and trimming quote can be directed to Nichol Gee at 609-984-9449 or to the above listed email or fax contacts. Responses to inquiries will be available on the NJPBA website at <http://www.state.nj.us/treasury/njpba/publicinfo.shtml>.

Scope of Work

The contractor will remove marked trees. The contractor will trim trees where branches encroach the guy wire path at any height. The contractor will cut down small brush growth inside the guy wire path. The contractor must furnish all labor, tools, supplies, and equipment required to perform the services described below.

A. Tree branches must be trimmed or trees removed to clear any obstruction inside guy wire paths to create a 25 foot wide clearance on each side of the center point of the guy wire.

B. Trees within fall distance of the guy wire must be removed or topped. (See illustration below.)



C. Branches and brush debris up to 6 inches in diameter must be chipped, cleaned up, and removed to wooded areas on NJPBA property as directed by NJPBA staff.

D. Branches and wood over 6 inches in diameter that is not able to be chipped must be removed to wooded areas on NJPBA property as directed by NJPBA staff.

E. Stumps must be reduced, by cutting or grinding, to a height to allow for mowing equipment to pass over unimpeded.

F. All trees marked with a painted orange "X" or wrapped with orange tape must be removed.

Minimum Qualifications

A. The contractor must be experienced in commercial or municipal tree removal and tree trimming. The contractor must have completed work in the character and scope consistent with the quote specifications. **The bidder must provide the name, address, and contact telephone number of at least two customers for which the bidder has provided tree removal services similar in size and scope to this scope of work.** The NJPBA reserves the right to contact those customers to verify the bidder's qualifications.

B. The contractor must be able to furnish a tree trimming truck capable of cutting trees 65 feet in height.

C. The contractor must be able to remove trees or branches by roping down if necessary.

D. The contractor must be able to perform services in close proximity to guy wires without contact to the guy wires. (NJPBA staff will be on site during felling operations to advise on hazards.)

E. Work sites are not paved and contractor must have vehicles capable of driving on uneven and soft surface, and over light brush. Contractor is to restore an even surface where vehicles disturb the surface.

F. The bidder must provide the NJPBA with the following documents upon award:

- Certificate of Insurance
- NJ Business Registration certificate
- Ownership Disclosure form
- Iran Investments Disclosure form
- Affirmative Action form
- MacBride Principles form

The NJ Business Registration can be obtained by the NJPBA using information provided by the contractor. The Ownership Disclosure form, Iran Investments Disclosure form, Affirmative Action form, and MacBride Principles form will be provided to the contractor for completion.

Property Damages

If damage occurs during this project to facilities, buildings, or fences, contractor must assume liability.

Quote Submission and Evaluation

Quotes must be submitted in the format attached. Pricing should be listed per location.

Award will be made per location to qualified bidder based on cost and prior experience. A purchase order will be issued upon receipt of required documents (NJ Bus. Registration, Ownership Disclosure, Iran Investments Disclosure, Affirmative Action, MacBride Principles forms).

Only qualified contractors will be considered in the bid evaluation process.

VENDOR NAME AND ADDRESS:			RETURN THIS PROPOSAL TO: Nichol R. Gee, Office Manager NJ Public Broadcasting Authority PO Box 777 Trenton NJ 08625-0777		EMAIL: <u>Nichol.Gee@treas.state.nj.us</u>	
SBE CATEGORY:			FAX NO: 609-633-2920			
NOTE: This proposal must be returned by 2pm on the following date: Wednesday, October 2, 2013			AGENCY PERSON TO CONTACT: Nichol Gee			
FISCAL YEAR 2014	ACCOUNT NUMBER		AGENCY REFERENCE NO.		COMMODITY CODE NO:	
ITEM NO.	QUANTITY	UNIT	DESCRIPTION (ALL ITEMS MUST BE DELIVERED F.O.B. DESTINATION)	UNIT PRICE	AMOUNT	
	1	lot	Lawrence tree removal, tree topping, chipping			
	1	lot	Waterford tree removal, tree topping, chipping			
	1	lot	Warren tree removal, tree topping, chipping			
			***Bidders can quote on any one or combination of sites.			
			If not bidding on a location, please indicate by marking			
			"N/A" in Amount column.***			
PRICES ARE FIRM UNTIL THE FOLLOWING DATE:					TOTAL	
CASH DISCOUNT		DATE OF DELIVERY		VENDOR'S FEDERAL I.D. NUMBER		VENDOR'S TELEPHONE NO.
VENDOR'S SIGNATURE (Must be Signed):			PRINT OR TYPE NAME BELOW:			DATE:

State of New Jersey TERMS AND CONDITIONS

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey as a result of this proposal.

Refer to **AGENCY REF. NO.** (see proposal cover sheet) in all written and verbal correspondence.

1. **CORPORATE AUTHORITY** - All corporations doing business with the State of New Jersey must be registered with the Office of the Secretary of State. Forms are available by contacting the Office of the Secretary of State, Trenton, NJ.
2. **ANTI-DISCRIMINATION** - All parties to any contract resulting from this proposal agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38.
3. **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
4. **COMPLIANCE-LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered or services performed.
5. **COMPLIANCE-STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
6. **COMPLIANCE-CODES** - The contractor must comply with the New Jersey Uniform Construction Code (NJUCC) and the latest NEC70, B.O.C.A. Basic Building Code, OSHA and all applicable codes for this requirement. The successful bidder will be responsible for securing and paying for all necessary permits, where applicable.
7. **LIABILITY-COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.
8. **INDEMNIFICATION** - If it becomes necessary for the contractor either as principal or by agent or employee to enter the property of the State in order to perform under this agreement, the contractor agrees to use and provide all necessary and sufficient precautions against the occurrence of any accidents or injuries to any person or property during the progress of work covered. The contractor will be responsible for, indemnify and save harmless the State for accidents, injuries or damages that may occur from such work.
9. **INSURANCE** - The contractor will carry insurance as broad as the standard coverage forms currently in use in the State of New Jersey to indemnify the State against any claim for loss, damage or injury to property or person arising out of the performance of the contractor or his employees and agents of the services covered by this agreement. The contractor shall provide certificates of such insurance to the State upon request.
10. **PERFORMANCE GUARANTEE OF BIDDER** - The bidder certifies that:
 - a. The equipment offered is standard new equipment, is in current production and the latest model of regular stock product, with parts regularly used for the type of equipment offered, that such parts are all in production and not likely to be discontinued; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
 - b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
 - c. For all equipment purchases, the bidder shall indicate the manufacturer's standard warranty. The contractor will render prompt service, without charge, regardless of geographic location. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract/purchase order. The contract shall not be considered complete until final approval by the State's using agency is rendered.
11. **BRAND NAME ALTERNATIVES** - Brand names and/or descriptions used in this proposal are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive material will be judged. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Variations between the materials described and materials offered must be fully explained by the bidder in an accompanying letter. A full explanation is to be given of any improved features or innovations recently developed, now on the market, but not previously available. Where specifications are attached describing the item, the bid must list in detail wherein the material offered differs from the specifications. In the absence of any changes by the bidder, it will be presumed and required that material as described in the proposal be delivered.
12. **PRICE QUOTATIONS** - Insert prices for furnishing all or any portion of the material or articles described. All prices quoted shall be firm through issuance of contract/purchase order and for delivery of quantities specified, and shall not be subject to increase during the period of the contract/purchase order. Prices shall be net and must include all transportation charges fully prepaid by the contractor, F.O.B. Destination.
13. **TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, they must not be included in the proposal price or invoice. The State's Federal Excise Tax Exemption number is 22-75-0050K.
14. **DELIVERY** - F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.
15. **PAYMENT** - Payments will only be made against State payment vouchers. All goods are to be billed at the prices quoted. State payment voucher in duplicate together with original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery.
16. **NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act requires State agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State payment voucher or within 60 days of receipt and acceptance of goods and services, whichever is later.
17. **CASH DISCOUNTS** - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts offered will not be considered in determining the lowest bid. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods and services, and received a properly signed and executed payment voucher form.
 - a. The date on the check issued by the State in payment of that voucher shall be deemed the date of the State's response to that voucher.
18. **STANDARDS PROHIBITING CONFLICTS OF INTEREST** - All contracts or purchase agreements made with the State of New Jersey must comply with Executive Order No. 189 (1988) concerning standards prohibiting conflicts of interest on vendor activities. The provisions of Executive Order No. 189 will be included on the purchase order issued to the award-winning vendor.

THIS IS TO ENSURE THAT I HAVE READ, UNDERSTOOD, AND WILL ADHERE TO THE TERMS AND CONDITIONS AS STATED ABOVE.

NAME: _____ **TITLE:** _____ **DATE:** _____